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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA,)	Case No. 1:11CR491
)	
Plaintiff,)	
)	JUDGE SARA LIOI
v.)	
)	
MICHAEL FORLANI,)	
)	<u>PLEA AGREEMENT</u>
Defendant.)	

Pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure, and in consideration of the mutual promises set forth below, the United States Attorney's Office for the Northern District of Ohio (hereinafter "USAO"), by and through its undersigned attorney(s), and the defendant, Michael Forlani (hereinafter "Defendant"), agree as follows:

**MAXIMUM PENALTIES AND OTHER
CONSEQUENCES OF PLEADING GUILTY**

1. **Waiver of Constitutional Trial Rights.** Defendant understands that Defendant has the right to plead not guilty and go to trial. At trial, Defendant would be presumed innocent, have the right to trial by jury or, with the consent of the United States, to trial by the Court, the

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right to the assistance of counsel, the right to confront and cross-examine adverse witnesses and subpoena witnesses to testify for the defense, and the right to be protected from compelled self-incrimination. Defendant understands that Defendant has the right to an attorney at every stage of the proceedings and, if necessary, one will be appointed to represent Defendant. Defendant understands that by pleading guilty, Defendant specifically and voluntarily waives each of these trial rights, except the right to counsel. Defendant understands that a guilty plea is a complete admission of guilt and if the Court accepts the guilty plea, the Court will find Defendant guilty without a trial.

2. **Statutory Penalties.** Defendant understands that the statutory maximum penalties, and minimum penalties if applicable, for the count(s) to which Defendant agrees to plead guilty are as follows:

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<u>Counts</u>	<u>Statute</u>	<u>Maximum sentence per count</u>
5, 17	18 U.S.C. § 371	Imprisonment: 5 years Fine: \$250,000 Supervised Release: 3 years
4, 6, 10, 18	18 U.S.C. § 1349	Imprisonment: 20 years Fine: \$250,000 Supervised Release: 3 years
2, 3, 7, 8, 9	18 U.S.C. § 1951	Imprisonment: 20 years Fine: \$250,000 Supervised Release: 3 years
11	18 U.S.C. § 1512	Imprisonment: 20 years Fine: \$250,000 Supervised Release: 3 years
1	18 U.S.C. § 1962(d)	Imprisonment: 20 years Fine: \$250,000 Supervised Release: 3 years

3. **Special Assessment.** In addition to the penalties listed above, Defendant will be required to pay a mandatory special assessment of \$100 for each count of conviction, due immediately upon sentencing.

4. **Costs.** The Court may order Defendant to pay the costs of prosecution and sentence, including but not limited to imprisonment, community confinement, home detention, probation, and supervised release.

5. **Restitution.** The Court may order Defendant to pay restitution as a condition of the sentence, probation, and/or supervised release.

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6. **Violation of Probation/Supervised Release.** If Defendant violates any term or condition of probation or supervised release, such violation could result in a period of incarceration or other additional penalty as imposed by the Court. In some circumstances, the combined term of imprisonment under the initial sentence and additional period of incarceration could exceed the maximum statutory term.

PLEA(S) AND OTHER CHARGE(S)

7. **Agreement to Plead Guilty.** Defendant agrees to plead guilty to Counts 1-11, 17 and 18 of the Indictment in this case.

8. **Agreement Not to Bring Certain Other Charges.** The USAO agrees to move this Court to dismiss counts 12-16 of the indictment at the time of sentencing. The USAO further agrees not to bring any other criminal charges against Defendant for violations known to the USAO on the date of the execution of this agreement as it relates to this investigation.

ELEMENTS OF THE OFFENSES

9. The elements of the offenses to which Defendant will plead guilty are:

18 U.S.C. § 371 (Conspiracy to Commit Bribery Concerning Programs Receiving Federal Funds)

1. Defendant agreed with at least one other person to violate 18 U.S.C. § 666(a)(1)(B) and (a)(2),
2. One of the conspirators engaged in at least one overt act furthering the conspiracy's objective,
3. Defendant knew the essential objective of the conspiracy, and
4. Defendant knowingly and voluntarily participated.

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18 U.S.C. § 666(a)(1)(B) (Bribery Concerning Programs Receiving Federal Funds)

1. An agent of an organization or a State or local government or any agency thereof that received federal benefits in excess of \$10,000 in a one-year period,

2. Accepted, agreed to accept, solicited or demanded something of value, and

3. The agent acted corruptly with the intent to be influenced or rewarded in connection with the business, transaction or series of transactions of the organization, government or agency involving anything of value of \$5,000 or more.

18 U.S.C. § 666(a)(2)

1. Defendant gave, offered or agreed to give anything of value to,

2. An agent of an organization or a State or local government or any agency thereof that received federal benefits in excess of \$10,000 in a one-year period, and

3. Defendant acted corruptly with the intent to influence or reward the agent in connection with the business, transaction or series of transactions of the organization, government or agency involving anything of value of \$5,000 or more.

18 U.S.C. § 371 (Conspiracy to Tamper with a Witness)

1. Defendant agreed with at least one other person to violate 18 U.S.C. § 1512(c)(2),

2. One of the conspirators engaged in at least one overt act furthering the conspiracy's objective,

3. Defendant knew the essential objective of the conspiracy, and

4. Defendant knowingly and voluntarily participated.

18 U.S.C. § 1512(c)(2) (Tampering with a witness, victim or informant)

1. Defendant knowingly used intimidation, threatened, corruptly persuaded or engaged in misleading conduct toward another,

2. Defendant acted corruptly to otherwise obstruct, influence, or impede any official proceeding or attempts to do so.

3. Defendant knew or should have known that the official proceeding was pending or was likely to be instituted, and

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4. The official proceeding was a federal proceeding.

18 U.S.C. § 1512(b)(2)(B) (Tampering with a witness, victim or informant)

1. Defendant knowingly used intimidation, threatened, corruptly persuaded or engaged in misleading conduct toward another,
2. Defendant acted with intent to cause or induce any person to alter, destroy, mutilate, or conceal an object with intent to impair the object's integrity or availability for use in an official proceeding or, Defendant acted corruptly to otherwise obstruct, influence, or impede any official proceeding or attempts to do so.
3. Defendant knew or should have known that the official proceeding was pending or was likely to be instituted, and
4. The official proceeding was a federal proceeding.

18 U.S.C. § 1349 (Conspiracy to Commit Mail Fraud and Honest Services Mail Fraud)

1. Two or more persons conspired or agreed to commit the crime of mail fraud and honest services mail fraud, 18 U.S.C. §§ 1341 & 1346, and
2. The defendant knowingly and voluntarily joined the conspiracy.

18 U.S.C. §§ 1341 and 1346 (Mail Fraud and Honest Services Mail Fraud)

1. Defendant knowingly devised or participated in a scheme to fraudulently deprive another of money or property or the intangible right of honest services through bribery and kickbacks,
2. Defendant did so willfully with an intent to defraud, and
3. Defendant used the United States Postal Service by mailing or by causing to be mailed some matter or thing for the purpose of executing the scheme to defraud.

18 U.S.C. § 1349 (Conspiracy to Commit Wire Fraud and Honest Services Wire Fraud)

1. Two or more persons conspired or agreed to commit the crime of wire fraud and honest services wire fraud, 18 U.S.C. §§ 1343 & 1346, and
2. The defendant knowingly and voluntarily joined the conspiracy.

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18 U.S.C. §§ 1343 and 1346 (Wire Fraud and Honest Services Wire Fraud)

1. Defendant knowingly devised or participated in a scheme to fraudulently deprive another of money or property or the intangible right of honest services through bribery and kickbacks,
2. Defendant did so willfully with an intent to defraud, and
3. Defendant transmitted or caused to be transmitted by means of wire, any sign, signal or sound for the purpose of executing the scheme to defraud.

18 U.S.C. § 1951 (Hobbs Act Conspiracy)

1. Defendant agreed with at least one other person to violate the Hobbs Act, 18 U.S.C. § 1951,
2. Defendant knew the essential objective of the conspiracy, and
3. Defendant knowingly and voluntarily participated.

Hobbs Act, 18 U.S.C. § 1951

1. A public official,
2. Obtained property from another with that person's consent,
3. The property was not lawfully due the public official or his office,
4. The public official obtained the property knowing that it was provided in return for an official act, and
5. The conduct interfered with or affected interstate commerce.

18 U.S.C. § 1962(d) (RICO Conspiracy)

1. That the defendant knowingly agreed to conduct or participate, directly or indirectly, in the conduct of the affairs of the charged enterprise through a pattern of racketeering activity.
2. That an enterprise would be established as alleged in the indictment;
3. That the enterprise would be engaged in, or its activities would affect, interstate or foreign commerce
4. That the defendant would be employed by, or associated with, the enterprise.

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SENTENCING STIPULATIONS AND AGREEMENTS

10. **Sentencing Guidelines.** Defendant understands that sentencing rests within the discretion of the Court; that federal sentencing law requires the Court to impose a sentence which is sufficient, but not greater than necessary, to comply with the purposes of 18 U.S.C. § 3553(a), and that the Court must consider among other factors the advisory United States Sentencing Guidelines in effect at the time of sentencing and that in determining the sentence, the Court may depart or vary from the advisory guideline range.

11. **Presentence Report.** Defendant understands that the advisory guideline range will be determined by the Court at the time of sentencing, after a presentence report has been prepared by the U.S. Probation Office and reviewed by the parties. Defendant further understands that it is the obligation of the government to provide to the U.S. Probation Office all known information regarding Defendant's conduct subject to its limited use under U.S.S.G. §1B1.8 and not protected under the proffer agreement if any.

12. **Recommendation to Use the Sentencing Guidelines Computation.** The parties agree to recommend that the Court impose a sentence within the range determined pursuant to the advisory Sentencing Guidelines in accordance with the computations and stipulations set forth below. The parties agree and stipulate that the appropriate resolution of this case includes a term of imprisonment of between 70 and 97 months. The parties agree that the Court will determine the appropriate sentence within that range based on evidence presented at the sentencing hearing or as agreed by the parties prior to sentencing. The parties reserve the right to

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present evidence of conduct involved in dismissed counts and Rule 404(b) conduct, in addition to the counts of conviction.

13. Defendant understands and agrees that the USAO reserves, at the time of sentencing, the right of allocution, that is the right to describe fully, both orally and in writing, to the court the nature, seriousness and impact of the Defendant's misconduct related to the charges against Defendant or to any factor lawfully pertinent to the sentence in this case. Defendant further understands and agrees that in exercising this right, the USAO may solicit and make known the views of the law enforcement agencies which investigated this matter.

14. **Allocution.** Defendant understands and agrees that the USAO reserves the opportunity to speak at Defendant's sentencing. The USAO agrees that Defendant reserves the right of allocution at sentencing.

15. **Stipulated Guideline Computation.** The parties agree that the following calculation represents the correct computation of the applicable offense level.

Base Offense Level	12	§ 2C1.1(a)
Offense Involved More Than One Bribe or Extortion	2	§ 2C1.1(b)(1)
Value of the payment, the benefit received or the loss to the government from the offense was between \$120,000 and \$399,999	10 or 12	§ 2C1.1(b)(2) & § 2B1.1(b)(1)(F and G)
Offense Involved Elected Public Official or Any Public Official in A High-Level Decision Making or Sensitive Position	4	§ 2C1.1(b)(3)
Obstructing or Impeding the Administration of Justice	2	§ 3C1.1
Acceptance of Responsibility	-3	§ 3E1.1
Total Offense Level	27 or 29	

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16. **Acceptance of Responsibility.** The USAO has no reason to believe at this time that Defendant has not clearly and affirmatively accepted personal responsibility for Defendant's criminal conduct. The USAO agrees to recommend a three (3) level reduction for acceptance of responsibility under U.S.S.G. § 3E1.1(a), provided Defendant's conduct continues to reflect Defendant's acceptance of responsibility. Defendant understands it will be up to the Court at the time of sentencing to determine whether a reduction for acceptance of responsibility is appropriate. The parties agree that Defendant, by arguing the schemes/amount of loss that should apply at sentencing, is not refusing to accept responsibility.

17. **Criminal History Category.** The parties have no agreement about the Criminal History Category applicable in this case. Defendant understands that the Criminal History Category will be determined by the Court after the completion of a Pre-Sentence Investigation by the U.S. Probation Office.

WAIVER OF APPEAL AND POST-CONVICTION ATTACK

18. **Waiver of Appellate Rights.** Defendant acknowledges having been advised by counsel of Defendant's rights, in limited circumstances, to appeal the conviction or sentence in this case, including the appeal right conferred by 18 U.S.C. § 3742, and to challenge the conviction or sentence collaterally through a post-conviction proceeding, including a proceeding under 28 U.S.C. § 2255. Defendant expressly and voluntarily waives those rights, except as specifically reserved below. Defendant reserves the right to appeal: (a) any punishment in excess of the statutory maximum; or (b) any sentence to the extent it exceeds the sentencing agreement of the parties as governed by Rule 11(c)(1)(C). Nothing in this paragraph shall act as

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a bar to Defendant perfecting any legal remedies Defendant may otherwise have on appeal or collateral attack with respect to claims of ineffective assistance of counsel or prosecutorial misconduct.

19. **Waiver of Statute of Limitations.** Defendant waives all defenses based on the statute of limitations with respect to any prosecution that is not already time-barred by the applicable statute of limitations on the date of Defendant's signing of this agreement and that is commenced within one year after any of the following events: (1) Defendant fails to plead guilty at the plea proceeding or the Court refuses to accept a guilty plea by Defendant pursuant to this agreement; (2) the Court permits Defendant to withdraw a guilty plea entered pursuant to this agreement or otherwise vacates such a guilty plea; or (3) the conviction obtained pursuant to this agreement is vacated, overturned, or otherwise set aside. Defendant understands the waiver of the statute of limitations is effective immediately upon Defendant's signing of this agreement and is not conditioned upon the approval of this agreement by the Court.

FACTUAL BASIS AND RELEVANT CONDUCT

20. Defendant agrees that the following summary fairly and accurately sets forth Defendant's offense conduct and a factual basis for the guilty plea. Defendant further agrees that the facts set forth in the summary are true and could be established beyond a reasonable doubt if the case were to proceed to trial: See Attachment A

21. Defendant acknowledges that the above summary of Defendant's conduct does not set forth each and every fact that the USAO could prove at trial, nor does it encompass all of

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the acts which Defendant committed in furtherance of the offense(s) to which Defendant is pleading guilty.

RESTITUTION

22. **Restitution.** Defendant agrees to make full restitution as ordered by the Court pursuant to Title 18, United States Code, Section 3663, payable immediately on such terms and conditions as the Court may impose, for the losses caused by Defendant's relevant conduct in this case, as defined under Guideline § 1B1.3, not to exceed \$305,051.00. Defendant agrees not to seek the discharge of any restitution obligation, in whole or in part, in any present or future bankruptcy proceeding. Defendant understands that pursuant to 18 U.S.C. § 3664, the Court shall order the U.S. Probation Office to prepare a report containing information sufficient for the Court to fashion a restitution order. In preparing that report, the U.S. Probation Office may solicit the views of the USAO, Defendant, and any victim. Defendant understands that victims have the right to present their position on restitution directly to the Court at the time of sentencing.

23. The parties agree to recommend to the U.S. Probation Office that the Court enter a restitution order against Defendant for an amount not to exceed \$305,051.00. The parties further agree to request that the Court order Defendant to pay the restitution amount in its entirety, and not order restitution joint and several with any other co-defendant or co-conspirator or otherwise credit Defendant's restitution order by any amount paid by a co-defendant or co-conspirator.

OTHER PROVISIONS

24. Defendant agrees not to accept remuneration or compensation of any sort, directly or indirectly, for the dissemination through books, articles, speeches, interviews, or any other

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means, of information regarding the transactions alleged in the above-captioned Indictment, the investigation or prosecution of any civil or criminal cases against him, his dealings with any individuals or entities listed in the Government's 404(b) notice, any fact contained in any discovery, any fact elicited at trial or in any proceeding in any related case, his relationship with any co-conspirator or witness, or any matter related to the Cuyahoga County Corruption Probe.

25. **Debarment From Holding Union Office.** Defendant understands that Title 29, Section 504, United States Code, provides that Defendant will be prohibited from serving as a consultant, an adviser or in other positions to any labor organization, other than in the capacity as member, for a period of thirteen (13) years after conviction or after the end of any term of imprisonment, whichever is later, unless the Court, on motion of Defendant, orders a lesser period of at least three (3) years. Defendant agrees not to make such a motion for reduction of the thirteen-year debarment period under Section 504.

26. The USAO acknowledges that to date, the investigation revealed no evidence that Zenith Systems, LLC, or any of its current Members participated in the criminal conduct charged in the Indictment. The USAO acknowledges that the USAO has no forfeiture, restitution, or other legal claim against Zenith Systems LLC, Northeast Ohio Electric LLC d/b/a Doan Pyramid, Doan/Pyramid Solutions, Neteam AVI, Veterans Development LLC, Veterans Development Domiciliary LLC, Wade Park Retail LLC, Conglomerate Electric Inc., and/or Deep Three Partners LLC, based on conduct charged in the Indictment.

27. **Agreement Silent About Matters Not Expressly Addressed.** This agreement is silent about all aspects of the determination of sentence not expressly addressed herein, and the

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
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parties are free to advise the Court of facts and to make recommendations to the Court with respect to all aspects of sentencing not agreed to herein.

28. Sentencing Recommendations Binding on the Court. Defendant understands that the recommendations of the parties pursuant to Rule 11(c)(1)(C) are binding on the Court. Defendant understands that if the Court accepts the plea agreement, it must inform Defendant that the agreed disposition will be included in the judgment. Defendant understands that if the Court rejects the agreement, the Court will (1) inform the parties that the court rejects the plea agreement; (2) advise Defendant personally that the Court is not required to follow the plea agreement and give Defendant an opportunity to withdraw the plea; and (3) advise Defendant personally that if the plea is not withdrawn, the Court may dispose of the case less favorably toward Defendant than the plea agreement contemplated.

29. Consequences of Breaching the Plea Agreement. Defendant understands that if Defendant breaches any promise in this agreement or if Defendant's guilty plea is rejected by the Court or is vacated or set aside, the USAO will be released from all of its obligations under this agreement and may institute or maintain any charges and make any recommendations with respect to sentencing that otherwise would be prohibited under the terms of the agreement. Defendant understands, however, that a breach of the agreement by Defendant will not entitle Defendant to withdraw, vacate, or set aside Defendant's guilty plea or conviction.

30. Agreement not Binding on other Jurisdictions and Agencies. Defendant understands that this plea agreement is binding only on the United States Attorney's Office for the Northern District of Ohio. It does not bind any other United States Attorney, any other

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federal agency, or any state or local government.

31. The parties agree to recommend to the Court, that pursuant to 18 U.S.C. §§ 3142 and 3143, Defendant shall remain on bond, the terms of which shall not change by virtue of Defendant's guilty plea, until such time after sentencing when the Bureau of Prisons designates a facility for Defendant to serve his term of imprisonment or at a time mutually agreeable to the parties and approved by the Court.

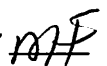
32. **Fine.** The parties agree that pursuant to Rule 11(c)(1)(C), a fine is not appropriate in this case.

FORFEITURE

33. Defendant agrees that there are proceeds of Count 1 of the Indictment of at least \$900,000.00. Defendant agrees that this \$900,000.00 has been commingled with other property which cannot be divided without difficulty.

34. Defendant further agrees that this \$900,000.00 is subject to forfeiture under 18 U.S.C. § 1963(a)(1) as it was acquired and/or maintained in violation of the 18 U.S.C. § 1962 racketeering activity charged in Count 1 of the indictment; and, (ii) this \$900,000.00 is subject to forfeiture under 18 U.S.C. § 1963(a)(3) as it constitutes, or was derived from, any proceeds which the defendant obtained, directly or indirectly, from racketeering activity in violation of 18 U.S.C. § 1962.

35. The United States and Defendant agree to a money judgment of \$900,000.00. Defendant agrees to the forfeiture of this \$900,000.00 to the United States as proceeds of Count 1 of the indictment, pursuant to 18 U.S.C. §§ 1963(a)(1) and (a)(3).

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36. Defendant agrees to deliver a certified check in the amount of \$900,000.00 (made payable to the "United States Marshals Service") to the undersigned counsel for the United States on the date of his guilty plea.

37. Defendant states that he will take whatever steps are necessary to effectuate the forfeiture of the \$900,000.00 to the United States including, but not limited to, the execution of whatever agreements, stipulations, and/or other documents that are necessary to effectuate the forfeiture. Particularly, Defendant will obtain a document from his spouse in which she disclaims any interest in the \$900,000.00, and agrees to its forfeiture.

38. Upon the final forfeiture of the \$900,000.00, the United States will release any notices of *lis pendens* filed against the real properties set forth in paragraphs 401 through 403 of the indictment. At that time, all claims of the United States against the real properties by reason of the notices of *lis pendens* shall be released and extinguished. Upon the final forfeiture of the \$900,000.00, the United States agrees that it will seek no further forfeiture of the properties described in paragraphs 401 through 404 of the indictment based on the allegations in the Indictment.

39. Defendant recognizes and agrees that he will not receive credit against the restitution amounts set forth in this plea agreement for the amount forfeited. Also, Defendant recognizes and agrees that he will not receive credit against the forfeiture for the amounts paid as restitution.

40. **Defendant is Satisfied with Assistance of Counsel.** Defendant makes the following truthful statements: I have discussed this case and this plea agreement in detail with

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my attorney who has advised me of my Constitutional and other trial and appeal rights, the nature of the charges, the elements of the offenses the United States would have to prove at trial, the evidence the United States would present at such trial, possible defenses, the advisory Sentencing Guidelines and other aspects of sentencing, and other potential consequences of pleading guilty in this case. I have had sufficient time and opportunity to discuss all aspects of the case in detail with my attorney and have told my attorney everything I know about the charges, any defenses I may have to the charges, and all personal and financial circumstances in possible mitigation of sentence. I am satisfied with the legal services and advice provided to me by my attorney.

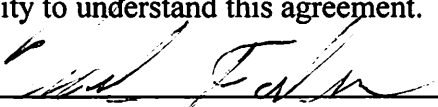
41. **Agreement Is Complete and Voluntarily Entered.** Defendant and Defendant's undersigned attorney state that this agreement is the entire agreement between Defendant and the USAO and that no other promises or inducements have been made, directly or indirectly, by any agent or representative of the United States government concerning any plea to be entered in this case. In particular, no promises or agreements have been made with respect to any actual or prospective civil or administrative proceedings or actions involving Defendant, except as expressly stated herein. In addition, Defendant states that no person has threatened or coerced Defendant to do or to refrain from doing anything in connection with this case, including Defendant's decision to enter a guilty plea. Finally, Defendant acknowledges that this agreement cannot be modified unless in writing and subject to approval by the Court.

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SIGNATURES

Defendant: I have read this entire plea agreement and have discussed it with my attorney. I have initialed each page of the agreement to signify that I understand and approve the provisions on that page. I am entering this agreement voluntarily and of my own free will. No threats have been made to me, nor am I under the influence of anything that could impair my ability to understand this agreement.

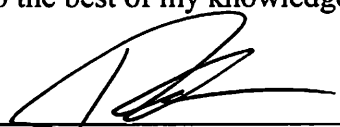


Michael Forlani

8-30-2012

Date

Defense Counsel: I have read this plea agreement and concur in Defendant pleading in accordance with terms of the agreement. I have explained this plea agreement to Defendant, and to the best of my knowledge and belief, Defendant understands the agreement.



Dan K. Webb, Esq.
Thomas L. Kirsch, Esq.
Counsel for Defendant

8/30/12

Date

United States Attorney's Office: I accept and agree to this plea agreement on behalf of the United States Attorney for the Northern District of Ohio.



Antoinette T. Bacon (DC: 474696)
Henry F. DeBaggis (OH: 0007561)
Assistant U. S. Attorneys
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(216) 622-3966
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E-mail: Antoinette.T.Bacon@usdoj.gov

8/30/12

Date

APPROVED:



UNITED STATES DISTRICT JUDGE

8/30/2012

Date

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Attachment A
Michael Forlani

At times material to this Indictment:

The Defendant

MICHAEL FORLANI ("FORLANI") was the President and approximately 75% owner of Northeast Ohio Electric LLC dba Doan Pyramid LLC ("Doan"), an investor in Doan/Pyramid Solutions ("Solutions"), a minority owner of Neteam, AVI, ("Neteam"), the sole member of Veterans Development, LLC ("Veterans Development"), a member of the Board of Managers for Veterans Development Domiciliary, LLC, the sole member of Wade Park Retail, LLC, and the sole owner of Deep Three Partners, LLC ("Deep Three"). FORLANI's activities affected interstate commerce.


James C. "Jimmy" Dimora ("Dimora") was an elected County Commissioner from in or around 1998 until on or about December 31, 2010.

FORLANI'S Business Interests

Doan was an electrical contractor. It was 25% owned by Doan Electric Company and 75% owned by Conglomerate Electric Inc. Doan Electric Company was owned by two families and Conglomerate Electric was 99% owned by FORLANI and 1% owned by his sons.

The operations of Doan affected interstate commerce.

Solutions was involved in implementing energy solutions, and was a subsidiary of Doan and located at the same address as Doan in Bedford Heights, Ohio. Business Executive or Employee 58 ("BE58") and FORLANI were the managing members of Solutions. FORLANI

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was its President and BE58 its Vice President. The operations of Solutions affected interstate commerce.

Beginning in 2004 or 2005, Doan began to acquire an ownership interest in Neteam, which provided audio/visual systems integration for video conferencing, audio conferencing and long distance learning applications. Business Executive or Employee 59 ("BE59") owned the largest percentage in Neteam, followed by Doan and then by Business Executive or Employee 45 ("BE45") who was a 10% owner. The operations of Neteam affected interstate commerce.

Wade Park Retail, LLC ("Wade Park Retail") owned four properties used in the VA Development Project. FORLANI was the sole member of Wade Park Retail. The operations of Wade Park Retail affected interstate commerce.

Deep Three owned the building located at 5060 Corbin Drive, Bedford Heights, Ohio, which was adjacent to Doan. FORLANI was the sole owner of Deep Three. The operations of Deep Three affected interstate commerce.


Doan Pyramid/Security was a part of Doan.

The various businesses in which FORLANI had a financial interest worked together on projects, and assisted each other in obtaining and performing work that benefitted and afforded opportunities to FORLANI and others.

FORLANI had a financial interest in real estate known as Ontario Point in Cleveland, Ohio.

Public Entities

Cuyahoga County, Ohio ("County") was a government body whose departments included

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the Cuyahoga County Auditor's Office ("Auditor's Office") and the Cuyahoga County Engineer's Office ("Engineer's Office"), each of which was headed by an elected public official.


The Board of Cuyahoga County Commissioners ("County Commissioners") was the central governmental body of the County. The County Commissioners had authority to appropriate funds for the operations of their own agencies and other elected County officials.

The operations of the County and County Commissioners affected interstate commerce.

The Ohio Public Employees Retirement System ("OPERS") was a state pension fund located in Columbus, Ohio. OPERS provided retirement, disability and survivor benefit programs for public employees throughout the State of Ohio, who were not covered by another state or local retirement system. OPERS was established in or around 1935 to make available a secure means to provide retirement for Ohio public employees. The system was originally named the Public Employees Retirement System ("PERS") and changed in or around 2003 to become OPERS. In order to obtain OPERS benefits, it was necessary that a completed Form A be mailed to OPERS in Columbus, Ohio.

The Cuyahoga County Veterans Service Commission ("VSC") was established on or about May 19, 1886, for the purpose of assisting Honorably Discharged Veterans and their minor children, spouses, and widows, who have met with an unexpected hardship resulting from lack of employment, illness or injury. The operations of the VSC were funded by County property taxes.

The Greater Cleveland Regional Transit Authority ("RTA") was a political subdivision of the State of Ohio. All power and authority granted to RTA was vested in, and exercised by, its Board of Trustees, which was charged with managing and conducting RTA's affairs. Three

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members of the RTA Board were appointed by the County Commissioners.

The operations of RTA affected interstate commerce.

The Cleveland-Cuyahoga County Port Authority ("Port Authority") was an independent government agency authorized under state law and created by the City of Cleveland and the County. The Port Authority finances projects in Cleveland and surrounding communities.

The operations of the Port Authority affected interstate commerce.

The Ohio Department of Transportation ("ODOT") was a department of the State of Ohio. The operations of ODOT affected interstate commerce.

The Maple Heights City School District ("MHCSD") was a public school district located within the County, which served the community of Maple Heights.

MetroHealth System ("Metro") was a health care provider headquartered on the near west side of Cleveland, Ohio with facilities throughout the greater Cleveland area. It provided inpatient care to nearly 28,000 individuals annually and recorded approximately 700,000 outpatient visits per year.

Private Entities

Reliance Mechanical, LLC ("Reliance Mechanical") was a heating, air conditioning, and plumbing contracting company located in Cleveland, Ohio. Reliance Mechanical's operations affected interstate commerce.

VinCore was an Ohio limited liability company, operating to provide consulting and government relations services. Dimora and Russo had an interest in VinCore's success.

Business 47 was a competitor of Doan.

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Business 49 was a global media and entertainment company headquartered outside the State of Ohio, specializing in mobile and on-demand entertainment and information services for local communities and opportunities for advertisers. Its operations affected interstate commerce.

Business 50 was a provider of investment banking services.

Business 52 was a bank.

Business 53 was a company that worked closely with Doan.

Public Officials and Employees

Frank P. Russo ("Russo") was the County Auditor, an elected County official, from in or around 1998 until on or about September 9, 2010.

Michael Gabor ("Gabor") was an Auditor's Office employee from on or about September 12, 2005 until in or around November 2010.

John Kevin Kelley ("Kelley") was employed in various positions within County government from approximately 1998 through June 2009. In this role, Kelley had the power to influence public policy, contracts and expenditures.

Santina Klimkowski was an elected member of the MHCSB Board of Education from approximately 1981 through 2005. In that capacity, she served as an agent of the school district and had the power to influence the expenditure of school district funds for contracts. Klimskowski was also employed at the Auditor's Office as a Department of Appraisal Specialist, responsible for overseeing the commercial real estate appraisal process.

John J. Carroll ("Carroll") was an agent of Metro. He was employed by Metro from 1995 through July 2008, first as Vice President of Facilities and Institutional Services and later as Vice

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President of Facilities and Construction Services. Carroll's duties included operating and supervising Metro's food, laundry, police, environmental, facilities and construction services. Carroll spent about 40% of his time on construction and facilities duties.

Thomas Greco ("Greco") was employed by Metro and assisted Carroll with construction management.

Public Officials 9 and 10 ("PO9" and "PO10") were elected County officials, whose responsibilities included budgeting, levying taxes, issuing bonds, letting contracts for public works services, monitoring County expenditures, administering all purchases for County use, and approving funding to build and maintain certain roads. In addition, PO9 and PO10 had the authority to influence personnel decisions within the County, including hiring, approving raises and promotions, terminating employment, and establishing job duties.

Public Officials 22 and 23 ("PO22" and "PO23") were members of the RTA Board.


Christopher Krause was the Treasurer of the Maple Heights City School District.

Public Employee 10 ("PE10") was a County employee with jurisdiction over certain aspects of County contracting, including responsibilities related to the County's Small Business Enterprise ("SBE") and Minority Business Enterprise ("MBE") requirements.

Public Employee 11 ("PE11") was a County employee who reported to Dimora.

Public Employee 18 ("PE18") was a County employee who reported to Dimora, and whose responsibilities included maintaining Dimora's schedule.

Public Employee 23 ("PE23") was appointed by the County Commissioners as the County's chief operating officer. PE23 served in that role until in or around July 2008.

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Public Employee 37 ("PE37") was an agent of the City of Cleveland Building and Housing Department. PE37 worked as a building inspector, responsible for inspecting structural work on commercial and residential construction projects within the City of Cleveland to ensure compliance with the City of Cleveland's building and zoning codes. Prior to May 23, 2008, PE37 began cooperating with the government in the investigation that led to this indictment.

Public Employee 58 ("PE58") was employed as a deputy director of ODOT.

Public Employee 59 ("PE59") was the director of the VSC.

Public Employee 60 ("PE60") was an employee of the Port Authority.

Public Employee 61 ("PE61") was the Executive Secretary/Treasurer of a labor organization and a member of the Port Authority Board.


Other Individuals

William Neiheiser ("Neiheiser") was the president and Chief Executive Officer of Reliance Mechanical. Neiheiser had an ownership interest in Reliance Mechanical and in Winterhurst, an ice-skating facility in Lakewood, Ohio. Neiheiser's activities affected interstate commerce.

Steven Wayne Pumper ("Pumper") was the Chief Executive Officer of DAS, and had a financial interest in multiple development projects.

Vince Russo was a principal and agent of VinCore. Vince Russo facilitated the finding of business, including public business, for VinCore's clients. Vince Russo was Frank Russo's son. Solutions was a client of VinCore.

Robert Rybak ("Rybak") was the Business Manager of Plumbers Local Union No. 55

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from on or about July 20, 2004, until in or around September 2010.

Anthony Melaragno and Nicholas A. Zavarella were business men who provided free and discounted work on the Dimora residence in exchange for Dimora performing official acts.

Business Executive or Employee 43 ("BE43") was employed by Business 49.

Business Executive or Employee 44 ("BE44") was the president and CEO of a construction company.

Business Executive or Employee 45 ("BE45") was a 10% owner of Neteam.

Business Executive or Employee 46 ("BE46") was the controller of Doan.

Business Executive or Employee 47 ("BE47") was an employee of Neteam.

Business Executive or Employee 49 ("BE49") was an employee of Doan.

Business Executive or Employee 50 ("BE50") was a local business person.

Business Executive or Employee 51 ("BE51") worked in the municipal bond industry.


Business Executive or Employee 52 ("BE52") was an attorney employed by Doan.

Business Executive or Employee 60 ("BE60") was an employee of Doan.

Relative 3 was a relative of BE60.

Primarily Related to Count 1:

At all times material to this Indictment, Defendant MICHAEL FORLANI, Doan, certain employees of Doan, Solutions, Neteam, Wade Park Retail, LLC, Fedco, Deep Three, and others known and unknown to the grand jury, constituted an "Enterprise" as that term is defined in Title 18, United States Code, Section 1961(4), in that they were a group of individuals, corporations and other legal entities associated in fact. The enterprise constituted an ongoing organization

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whose members functioned as a continuing unit for a common purpose of achieving the objectives of the enterprise. The enterprise engaged in, and its activities affected, interstate commerce.

Defendant MICHAEL FORLANI was associated with the Enterprise.

The purposes of the defendant included the following:

- A. Using the power and authority of public officials for the personal and financial benefit of FORLANI, Doan and its employees, Solutions, Neteam, Wade Park Retail, and Deep Three and their co-conspirators, and their designees.
- B. Using the power and influence of FORLANI, Doan and Neteam, for the personal and financial benefit of FORLANI, his co-conspirators and his designees.
- C. To promote, conceal and otherwise protect purposes (A) and (B) of the conspirators from public exposure and possible criminal prosecution.

Beginning in or around 2002 and continuing to on or about October 2009, in the Northern District of Ohio, Eastern Division, and elsewhere, Defendant MICHAEL FORLANI, James C. Dimora, and others known and unknown to the Grand Jury, being persons associated with an enterprise engaged in, and the activities of which affected, interstate commerce, namely, the Enterprise, did knowingly and intentionally conspire with each other and others known and unknown to the Grand Jury to violate Title 18, United States Code, Section 1962(c), that is, to conduct and participate, directly and indirectly, in the conduct of the affairs of the Enterprise through a pattern of racketeering activity involving multiple acts indictable under the following provisions of federal law:

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- A. 18 U.S.C. §§ 1341 and 1346 (Mail Fraud and Honest Services Mail Fraud);
- B. 18 U.S.C. §§ 1343 and 1346 (Wire Fraud and Honest Services Wire Fraud);
- C. 18 U.S.C. § 1951 (Hobbs Act Extortion); and
- D. 18 U.S.C. § 1512 (Tamper with a Witness, Victim or Informant)

and multiple acts involving bribery chargeable under the following provision of state law:

- E. Ohio Revised Code Section 2921.02 (Bribery).

It was part of the conspiracy that FORLANI agreed that a conspirator would commit at least two acts of racketeering in conducting the affairs of the Enterprise.

Manner and Means of the Conspiracy

It was part of the conspiracy that:

FORLANI attempted to expand, develop and maintain his business interests by providing and offering to provide things of value to Dimora, Santina Klimkowski, John Carroll and other public officials in exchange and in return for Dimora, Klimkowski, Carroll and other public officials using and promising to use their official positions to benefit him (FORLANI), Doan, Neteam, Solutions, Wade Park Retail, Deep Three and their designees.

FORLANI assisted others in providing and offering to provide things of value to Dimora, and other public officials in exchange and in return for Dimora and other public officials using and promising to use their official positions to benefit the others.

For the benefit of FORLANI, Doan, Neteam, Solutions, Wade Park Retail, and Deep Three and their designees, Dimora, Klimkowski, Carroll and other public officials used and agreed to use the powers of their public positions to take, cause to be taken, and influence official

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actions, including actions in connection with: (1) awarding public business, (2) executing public business, (3) awarding and administering public loans, grants and other funding, (4) expediting, facilitating and influencing official action in matters pending before public agencies, (5) influencing and attempting to influence official actions by other public entities, and (6) influencing and attempting to influence private individuals and entities, in exchange and in return for things of value for themselves and their designees, to which they were not entitled.

At times, Dimora, Klimkowski, Carroll and FORLANI acted as intermediaries and through intermediaries.

FORLANI, Dimora, Klimkowski and Carroll and other members of the conspiracy committed and attempted to commit various acts in furtherance of the conspiracy, including the facts more fully described, and incorporated herein, in the factual allegations of Counts 2 through 11, and 17-18 of this Indictment.

Primarily Related to Counts 2 & 3:

Beginning in or around 2002 and continuing until on or about December 31, 2008, the exact dates being unknown to the Grand Jury, in the Northern District of Ohio, Eastern Division and elsewhere, MICHAEL FORLANI, Dimora, BE60 and others known and unknown to the Grand Jury, did knowingly and intentionally combine, conspire, confederate and agree with each other to obstruct, delay and affect commerce and the movement of articles and commodities in commerce by extortion; that is, Dimora, with the assistance of FORLANI and BE60, obtained property not due to him or his office, from Neteam and Doan with their consent, under color of official right.

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It was an object of the conspiracy that Dimora solicited and accepted things of value, from Doan and Neteam, in return for Dimora using and promising to use his County position to benefit Doan, Neteam, Wade Park Retail, Ontario Point, Deep Three, and Relative 3, both as requested and as future opportunities arose.

It was a further object of the conspiracy that the conspirators concealed and attempted to conceal the bribes from law enforcement and the public.

It was part of the conspiracy that:

Doan and Neteam provided free and discounted home improvements and other things of value to Dimora and his designees.

Dimora provided and promised to provide official action for the benefit of Doan, Neteam, Wade Park Retail, Ontario Point, Deep Three, and Relative 3 and their designees.

The Neiheiser/Forlani Relationship

FORLANI and Neiheiser worked together on various contracts, often bringing each other's companies into projects.

The Generators Contract

In or around November 2004, the County Commissioners awarded Doan a contract valued at approximately \$941,000 to install emergency generators at the Justice Center.

The Juvenile Justice Center Project ("JJC Project")

As early as 2005, Cuyahoga County officials started planning for the construction of a new Juvenile Justice Center ("JJC Project"). In approximately November 2007, the County issued a request for Proposals ("RFP") for the JJC Project. In approximately December 2007, the

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County Commissioners authorized the Department of Central Services to advertise for bids. In approximately January 2008, Doan, in anticipation of preparing a bid for the electrical portion of the JJC Project, conducted a walk through. On or about February 22, 2008, Doan submitted a bid for the electrical portion.

Reliance Mechanical also submitted a bid for the HVAC and plumbing portion of the JJC Project. The bids of Doan and Reliance Mechanical were not low, and thus, were not successful. Thereafter, on or about March 13, 2008, the County Commissioners voted to reject all of the bids on five portions of the contract, including plumbing, and authorized the County Director of the Office of Procurement and Diversity to re-advertise for bids. On or about April 7, 2008, Reliance Mechanical submitted a second bid for the plumbing portion of the JJC project.


In approximately February and March of 2008, FORLANI sought and obtained Dimora's assistance in investigating the Minority Business Enterprise ("MBE") of the winning electrical bidder and providing other assistance regarding Doan's bid.

The RTA Contract

On or about March 18, 2008, RTA voted to award Neteam a contract for the Breda Light Rail Audio Communications and Video Surveillance System ("the RTA contract") valued at approximately \$1,176,570. FORLANI sought and obtained Dimora's assistance in influencing two RTA board members regarding the award of the RTA contract.

Ontario Point

FORLANI had a financial interest in real estate known as Ontario Point at the corner of Ontario Street and Carnegie Avenue in Cleveland, Ohio. FORLANI, upon learning that he could

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not build on the site, considered placing an electronic billboard on the site from which income could be generated. Forlani needed permission from the Ohio Department of Transportation (“ODOT”) to put a billboard at Ontario Point. In furtherance of developing Ontario Point, FORLANI sought and obtained Dimora’s assistance in influencing PE58 and BE43.

Appointment of PE61 to the Port Authority Board

FORLANI sought and obtained Dimora’s support for PE61’s appointment to the Port Authority Board.

VSC Office Relocation

FORLANI and several companies, including Wade Park Retail, were involved in a project in the vicinity of E. 105th Street and Wade Park in Cleveland, Ohio. (Hereinafter “VA Development Project”). In or around May 2008, FORLANI sought and obtained Dimora’s assistance in attempting to influence the VSC to move its office from downtown Cleveland, Ohio to the VA Development Project in the Wade Park neighborhood of Cleveland.

Employment for Relative 3

In or around March 2008, BE60 requested and obtained Dimora’s assistance in obtaining County employment for Relative 3.

The Doan/Deep Three Partners Loan

On or about August 29, 2006, FORLANI sought and obtained a County economic development loan for the purchase of 5060 Corbin Drive by Doan/Deep Three Partners. Dimora voted to approve the loan.

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Acts in Furtherance of the Conspiracy

In or around August 2002, Doan performed work at the Dimora residence at a discount.

In or around late September and Fall 2004, Doan performed work at the Dimora residence, billing Dimora for materials, but not for labor.

On or about November 9, 2004, Dimora voted to award Doan a County contract valued at approximately \$941,000 for the installation of emergency generators at the Justice Center.

On or about December 14, 2004, Dimora voted to appoint PE61 to the Port Authority Board for an unexpired term ending in January 2008.

In or around the Summer of 2006, FORLANI, Doan, Neteam, and others installed an outdoor television and an indoor audio/visual system, valued at approximately \$12,578 in total, at the Dimora residence for which Dimora did not pay.

In approximately July 2006, Doan/Deep Three applied for a \$350,000 Economic Development loan from the Cuyahoga County Department of Development.

On or about August 29, 2006, Dimora voted to approve the \$350,000 economic development loan to Doan/Deep Three.

On or about January 18, 2007, FORLANI caused Neiheiser to issue a Reliance Mechanical check in the amount of \$5,000 payable to Neteam as a payment for part of the cost of installing the television and audio/visual system Neteam had installed in the Dimora residence in July 2006.

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On or about January 3, 2008, Dimora voted to appoint PE61 to the Port Authority Board for the term January 29, 2008 through January 28, 2012.

On or about January 18, 2008, Dimora, FORLANI, PE58 and BE43 met to discuss Ontario Point.

On or about February 22, 2008, Doan submitted a bid for the electrical portion of the JJC Project.

On or about February 22, 2008 at approximately 2:24 p.m., Dimora talked with BE43 and told him that FORLANI had been asking Dimora why BE43 doesn't call PE58 and ask her to intercede with an ODOT inspector on the Ontario Point sign. BE43 said, "Ok. Yeah, we can do that." Dimora said, "He [FORLANI] thinks you guys could just call her and ask her to do it. Get involved and help, ah, you know, help, ah, direct it or guide it because it's in her district, you know, this piece of property." BE43 said he would contact her. Dimora said, "Yeah, if there's any problem after you talk to her let me know. I'll call her." Dimora concluded by saying, "We need her to get the inspector . . . Let me know if there is something I need to do."

On or about February 22, 2008 at approximately 2:40 p.m., Dimora and BE43 had a second conversation about Ontario Point in which BE43 reported on his progress. Dimora said, "We're just trying to get an expedited answer, that's all, or at least try to get to the point where we need to know what we need to get done to make it work or to make it happen." BE43 said, "Do you want me to call MIKE [FORLANI] and tell him what we're doing?" Dimora said, "Yeah. He'll, he'll be interested to know that. Least he knows you guys are trying to, ah, move it along, you know, get a little more, ah, aggressive with it."


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On or about February 26, 2008 at approximately 1:07 p.m., BE60 told Dimora's wife that FORLANI needed to see Dimora "desperately." Dimora's wife said, "See him?" and BE60 replied, "See him." Dimora's wife responded that Dimora was asleep. BE60 asked if Dimora could call them when he awoke. Dimora's wife agreed to convey the message.

On or about February 29, 2008 at approximately 2:19 p.m., Dimora and FORLANI had a conversation about the JJC Project in which Dimora said, "We were looking for help. We were all limping here, you know." FORLANI replied, "You were looking for a sponsor." Dimora said, "No, we got that." FORLANI said, "People don't understand that eleven million nine hundred thousand dollars needs to be resolved or there is no sponsors." Dimora replied, "Yeah, there's a 50/50 chance, just so you know, and I don't want to get your hopes up, that the whole thing might get thrown out." FORLANI questioned the MBE for the winning bidder after which Dimora said, "They think we could probably do a better job and get a better price." FORLANI asked, "And throw the whole thing out?" Dimora replied, "That's what they're talking about, 50/50 shot." FORLANI asked, "Did you talk to PE10 by the way?" Dimora replied, "He's not in town. He's on vacation. He'll be back Monday." FORLANI replied, "Cause the more I think about this plan, JIMMY, our plan looks like, now JIMMY, the one thing is the electrical is way below the budget . . . alright we'll see what happens."

On or about February 29, 2008 at approximately 4:39 p.m., Dimora and FORLANI continued their conversation about the JJC Project. FORLANI said, "Now I think that on the electrical side due to the ah inconsistencies in their minority program and naming one guy who certainly cannot do that magnitude of work compared to somebody that named six guys including

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women, Hispanics, African Americans, ah and spreading the work so it was reasonable for those people to be able to accomplish that work based on their prior history of work performed. The electrical contract should be awarded.” Laughter followed and Dimora said, “The only one we should award that right?” FORLANI said, “Yeah, because it’s significantly below budget . . . Throw ‘em all out, f--k ‘emm.” Dimora responded, “That’s what I think they should do.” FORLANI then said, “Matter of fact as I look around here I thought I might spend tomorrow looking at a lot of these pools I see because they’re all open and maybe take some notes for maybe what you might UI.”

On or about March 10, 2008, Doan employees worked on baseboard heating at the Dimora residence for which Dimora was not billed.

On or about March 10, 2008 at approximately 9:29 a.m., BE60 left a message for Dimora asking that he give her a call, and later that day, BE60 faxed Relative 3's resume to Dimora.

On or about March 13, 2008, Dimora voted to reject bids in five areas related to the JJC project, including plumbing, and to authorize the Director of the Office of Procurement & Diversity to re-advertise for bids.

On or about March 17, 2008 at approximately 3:34 p.m., BE60 told Dimora that FORLANI had asked her to call Dimora, to inform Dimora that Neteam had submitted a proposal to RTA. She said FORLANI was concerned that PO22 and PO23 would not recognize Neteam as a Doan Pyramid company. FORLANI wanted Dimora to bring that to the attention of PO22 and PO23. Dimora agreed to make calls.

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On or about March 17, 2008 at approximately 4:26 p.m., Dimora's assistant connected Dimora to PO22 by telephone. Dimora said FORLANI "has a proposal in RTA and he just wants to make sure you know that this is his company. It's not Doan Pyramid. It's under Neteam AVI. It's for LRV Audio Communication and Surveillance system. I guess you guys are gonna be awarding it very soon at RTA." PO22 said, "It may be on our agenda for tomorrow, but unfortunately I am in the car. . . Do me a favor, do me a favor. Have your secretary call him and just tell him to call me on the cell phone. His cell phone works. If it is there, it's there. If it's not, we'll figure out what we need to do. But he is doing all the, ah, electrical and signs on the, ah, Euclid Corridor project." Dimora responded, "Yes, but he didn't want, he didn't want people not to know Neteam is his, too. You don't know, you might not know, who, you know, that's what the problem was. If it was Doan Pyramid you would know."

On or about March 17, 2008 at approximately 4:34 p.m., PO22 called Dimora back and reported, "JIMMY. It is the first item on the agenda tomorrow." Dimora asked, "Is, is he getting it?" PO22 responded, "Yeah, N-E-T, Neteam AVI, is that the name of his company? Yeah, its first one on the agenda tomorrow. \$1.2 million roughly." Dimora said, "Ok, so, I guess I just needed to make sure you knew that Neteam, oh I get it. Here is what must have happened. He left me a voicemail, 'I'm in Florida . . . please do me a favor and get a hold of [PO22] and [PO23] and let them know that Neteam is my company cause they're not gonna put two and two together.' So he must have been getting the award. He just wanted to make sure you knew who Neteam belonged to." PO22 responded, "Honestly, they may not have told him, they're real, they're prickly over there . . . They don't, they don't do business there like you and I do business."

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Dimora said, "I see. Well, if he is getting it that's good, then you know it is his company."

PO22 said, "Yeah, yeah, I'll take care of it."

On or about March 17, 2008 at approximately 4:49 p.m., BE60 called Dimora. Dimora told her, "They [RTA] are giving him that award. Did you know that? . . . It's the first item on the agenda for almost, it's 1.8 some million dollars, almost \$1.2 million . . . Tomorrow it's on. Neteam's getting it. I just talked to, I just talked to [PO22]. He called me back and told me it is the first item on the agenda. So I just made him aware that Neteam is also affiliated with FORLANI. That's his, ah, audio visual company. So he knows that and I got a call into [PO23] to let him know that."

On or about March 17, 2008 at approximately 4:56 p.m., PO23 and Dimora had a telephone conversation. Dimora said, "Thanks for calling back. Hey, um, I'll keep you just for a second here. Tomorrow, on your RTA board meeting there is a recommendation of an award for a communication and surveillance system to be installed by a company called Neteam . . . That company is owned by MIKE FORLANI of Doan Pyramid Electric. I just wanted you to know, you know, he is a good guy, um, and it is the same owner as Doan Pyramid, Neteam, and that, who's being recommended. I don't know if you know FORLANI. Do you know him?" PO23 responded, "I know who he is. I don't know if we ever met personally, but, yeah, I am very familiar with Doan." Dimora said, "I just didn't want, um, any confusion that somebody wouldn't know that Neteam and Doan are affiliates." PO23 said, "Doan, I have no problem with Doan. I'll be sure to support it." Dimora said, " Yeah, so it is on your agenda, ah, it's the first item on there, recommending Neteam, so if you would do that, that's great. I just wanted to give

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you a heads up.” PO23 said, “I appreciate that. We can do that.” Dimora replied, “I appreciate it. Thank you.”

On or about March 17, 2008 at approximately 5:20 p.m., BE60 called Dimora. Dimora told her he had contacted PO23, that PO23 was “fine,” and that BE60 could “tell FORLANI.”

On or about March 18, 2008, the RTA Board voted to award Neteam a contract valued at approximately \$1,176,570.

On or about March 21, 2008, FORLANI and BE45 had a conversation in which BE45 said, “Yeah, so, so, we got the contract from RTA.” FORLANI replied, “Yeah and that, that I told you, that was gonna be fine.”

On or about March 24, 2008, Dimora and FORLANI had a conversation in which Dimora said, “I had to help bail you out of another dilemma at RTA. While you were f-----g vacationing, the f-----g, the public servant is at work.” FORLANI replied, “That’s what I like.”

On or about March 31, 2008, Lori Dimora called BE47 and described a problem with the television in the Dimora living room. BE47 said it was probably “fried” and would cost more to repair than to replace.

On or about April 11, 2008 at approximately 12:53 p.m., Dimora called BE60 and told her that Relative 3 was going to “be taken care of.” He explained Relative 3 would be working in Justice Affairs and that PE11 should be calling Relative 3 soon. BE60 asked if Relative 3 would get paid and Dimora responded in the affirmative. BE60 responded, “You’re the best . . . What can I do for you?” Dimora then asked BE60 to have BE47 from Neteam come over and

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connect and program the new television Dimora had received. BE60 responded, "I'll make sure . . . it would be my pleasure."


On or about April 11, 2008 at approximately 12:57 p.m., Dimora called PE11 and told him he wanted PE11 to arrange a summer position at the County for Relative 3.

On or about April 12, 2008 at approximately 4:07 p.m., FORLANI and Dimora had a conversation about installing a television at Dimora's house.

On or about April 18, 2008, BE47 worked on installing the television at the Dimora residence.

On or about April 26, 2008 at approximately 10:30 a.m., Lori Dimora left a voice message for BE47 to report an issue with the television over the fireplace.

On or about May 1, 2008, FORLANI, Russo and Dimora had a conversation about VSC. FORLANI said to Russo, who was the first one on the phone, "We are supposed to have a little building in front and the, the County, the little County group of VA that, that PE59 is in charge of . . . Frank, they want to move to our building [the VA project]. The County comes back and tell us we [unintelligible]." Russo told FORLANI that he could not understand him. FORLANI said, "Yeah, the County said, 'tells them that we don't want you moving downtown. We want to narrow your range of where you're going.' You tell Jimmy Dimora he is a f-----g dead man and I hope the f-----g FBI is listening." Russo put Dimora on the telephone. FORLANI said that he talked to BE51. Dimora said, "You musta got your deal done. Another f-----g deal I did for you. " FORLANI said, "No I didn't get my deal done, but listen." Dimora said, "I can't get one favor done from you. I ask for one favor in my life and I still haven't had it done and I get

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[unintelligible] done for you.” FORLANI laughed and said, “I already proceeded today. The first two shots I took got slapped into the fifth row . . . but I will get that done. Now, in the meantime, listen to how bad you f----d me . . . This Veterans, there is a Veteran’s, Cuyahoga County Veterans or whatever . . . and they’re in a building. They want to move, they wanna move on the, on the, the second floor of the retail building in front of the garage on East 105th because that’s great access to the veterans. It makes sense, this and that. The f-----g County, of which you’re in charge of, comes back and tells them today that we don’t want you moving out of this particular geographical area. You f-----g just cost me. I can’t even f-----g tell you how much mother f-----g money.” Dimora responded, “I will, I will guarantee you that that isn’t true . . . I guarantee you can get them in your building . . . ’Cause they’re looking to move out and I think somebody put the kibosh to you from inside . . . I’ll take care of that.”

On or about May 3, 2008, Dimora and FORLANI had a telephone conversation in which FORLANI said, “Hey, ah JIMMY, don’t forget about my, ah, about whether that, VA, that County VA could move to a wider range.” Dimora replied, “What do you mean?” FORLANI said, “Remember I told you they won’t let, uh, the County said we don’t want to go all the way up to 105th.” Dimora said, “Yeah, yeah I remember.” FORLANI asked, “I mean, can you look into see, what’s, what’s that is about?” Dimora replied, “Yeah . . . I can find out to see what the issue is. Well what sense does it make not to have them go there? They saying they’re out of the service area?” FORLANI said, “You know, they are saying that. Meantime, the veterans are right there at the VA. They are saying well that we think that the veterans would be better served down here [downtown], which is stupid, I mean, they go to the VA [hospital] every day. I mean,

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let's see, see what's up, I mean, if you can. If you can't, you can't." Dimora said he would "check."


On or about May 5, 2008 at approximately 1:08 p.m., Dimora and FORLANI had a conversation about the VSC in which FORLANI said, "I was just calling about, you know, if you were going to talk before they, on that, uh whether they would extend the range on that thing you do, on the, uh, 'cause otherwise I gotta tell this architect to stop." Dimora said, "Yeah. I already left the message. I'm waiting to get an answer back." FORLANI said, "Okay. Just let me know 'cause I gotta tell this architect to stop." Dimora replied, "Yeah. I'm already on top of that."

On or about May 5, 2008 at approximately 5:29 p.m., Dimora asked PE11 for the name and telephone number of the executive director of the VSC [PE59].

On or about May 9, 2008, FORLANI authorized a \$165.23 charge on his Doan credit card at Dante's Restaurant.

On or about May 9, 2008 at approximately 4:31 p.m., FORLANI called Dimora and said, "Give me my \$190.00 back, would you? This f----n' favor thing has gone way f----n' distorted anymore." FORLANI said it is like a "teeter-totter with you sitting at one end and me on the top."

On or about May 16, 2008 at approximately 9:35 a.m., Dimora and PE23 had a conversation about the VSC in which PE23 said the VSC lease was ending for its Prospect location, so the VSC was compiling an RFP for new space. He said that the VSC commissioners wanted the agency to remain downtown. He further indicated that the RFP would be broad

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enough to include East 105th Street (the Wade Park area). PE23 noted that FORLANI would be able to bid on it and that PE23 would call FORLANI to let him know.

On or about May 16, 2008 at approximately 9:22 a.m., Dimora and PE23 had a telephone conversation about the VSC in which Dimora expressed concern that PE23 and the VSC commissioners did not want the VSC to move out as far as Wade Park. Dimora said he wanted to arrange for a meeting for PE23, Dimora and FORLANI to discuss it.

In or around September 2008, the VSC issued an RFP to lease office space to be located in an area bounded in the east by East 105th Street with a notice to vendors issued "by order of the Board of County Commissioners of Cuyahoga County, Jimmy Dimora"

Primarily Related to Count 4

From in or around 2002 through on or about February 26, 2010, the exact dates being unknown to the Grand Jury, in the Northern District of Ohio, Eastern Division and elsewhere, Defendant MICHAEL FORLANI, James Dimora, BE60 and others known and unknown to the Grand Jury, did knowingly and intentionally combine, conspire, confederate and agree with each other to commit offenses against the United States; that is, to knowingly devise and intend to devise a scheme and artifice:

- (1) to defraud and deprive Cuyahoga County and its citizens of their right to the honest and faithful services of Dimora, through bribery and kickbacks and the concealment of material information related thereto, and

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(2) to defraud Cuyahoga County, certain contractors and job applicants and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice, to (1) cause matters to be placed in any post office and authorized depository for mail matter to be sent and delivered by the United States Postal Service and private and commercial interstate carrier, in violation of Title 18, United States Code, Sections 1341 and 1346 and (2) to cause to be transmitted by means of wire communication in interstate commerce, writings, signs, signals, pictures and sounds, in violation of Title 18, United States Code, Sections 1343 and 1346.

It was the object of the conspiracy that Dimora secretly used his official position to enrich himself and his designees, by soliciting and accepting gifts, payments, and other things of value from FORLANI, Doan, Neteam and Doan's employees, in exchange for favorable official action, and that FORLANI, BE60, Doan, Neteam, Wade Park Retail, and Deep Three enriched themselves and their designees by secretly obtaining favorable official action for themselves and their designees through corrupt means.

It was part of the conspiracy that:

Dimora solicited and accepted gifts, payments, and other things of value from FORLANI, Doan, Neteam and Doan's employees, including free and discounted home improvements, cellular telephones, cellular telephone service, and meals.

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Dimora provided favorable official action for the benefit of FORLANI, BE60, Doan, Neteam, Wade Park Retail, and Deep Three and their designees both as requested and as future opportunities arose.

Dimora attempted to deprive the County, certain contractors and job applicants of money and property and to give Doan, Neteam, Wade Park, Deep Three and their designees a financial benefit by taking official action related to the award and administration of public business, based on FORLANI and others offering and giving things of value to Dimora and his designees and not based solely on merit.

FORLANI, Dimora and BE60 caused to be transmitted by means of wire communication, in interstate commerce, writings, signs, signals, pictures, and sounds and used and caused to be used the United States mail and private and commercial interstate carriers to send and deliver mail matter, all in furtherance of the conspiracy, including mail matter and interstate wire communications sent and received in the Northern District of Ohio.

The conspirators took steps to hide, conceal, and cover up their activity and the nature and scope of FORLANI, BE60, Neteam and Doan's dealings with Dimora.

On or about the dates listed below, in the Northern District of Ohio and elsewhere, FORLANI, Dimora and other conspirators, for the purpose of executing the above-described scheme and artifice, caused documents to be delivered and sent through the United States mails and by private and interstate carrier, and caused to be transmitted by means of wire communication, in interstate commerce, writings, signs, signals, pictures, and sounds, including the following:

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Date	Description
01/05/2005	OPERS Form A for PE61 mailed from Cleveland OH to OPERS in Columbus OH
04/07/2005	County check in the amount of \$241,853 mailed from the County in Cleveland OH to Doan in Bedford Heights OH
5/1/2006	UPS Ground shipment of a 32" All-weather Outdoor TV, Wall Mount and Dust Cover for Dimora from SunBrite TV, Moorpark CA to Dimora in the NDOH
08/1/2007	E-mail from TL in Columbus OH to GB at the VA in Washington D.C. and several agents of the Port Authority in Cleveland OH re: service agreement on the VA Development Project
2/29/2008	Telephone call between FORLANI in Tampa FL and Dimora in Northern District of Ohio regarding the JJC Project, sponsorships and the Beanie Wells jersey.
04/03/2008	E-mail from BE43 in the NDOH to BE60 in Bedford Heights OH that traveled through a server in San Antonio Texas stating, "BE60, we submitted to ODOT for an east-face, west-face, and north-face billboard on the Ontario property. . . ."
2/26/2010	Check mailed from RTA in Cleveland OH to Neteam in Bedford Heights OH
monthly from approx. January 2006 through July 2008	Doan checks mailed from Bedford Heights OH to Verizon in Pennsylvania

Primarily Related to Count 5:

From in or around December 2007 through the date of the filing of this Indictment, the Federal Bureau of Investigation ("FBI") and the Internal Revenue Service, Criminal Investigation Division ("IRS") were investigating, among other things, whether individuals and private companies had provided things of value, including free and discounted home improvements, to

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Dimora and other public officials in return for their promise to perform official acts. In the course of that investigation (hereinafter “the County corruption investigation”), federal grand jury subpoenas from the Northern District of Ohio were issued.

On or about May 23, 2008, in one of the first overt steps in the County corruption investigation, FBI agents interviewed Steven Pumper about Pumper bribing PE37 and sought Pumper’s cooperation in an investigation of municipal public corruption. Although the interviewing agents did not mention the County or any County official, Pumper volunteered, “I know you guys are thinking of Dimora and Russo and them.”

On or about the morning of May 26, 2008, Attorney 5, then representing Pumper, learned that a grand jury subpoena would be forthcoming requiring DAS and Pumper to produce documents.

On or about May 29, 2008, and in furtherance of the County corruption investigation described above, the United States served a federal grand jury subpoena on DAS requiring production of “all documents reflecting any financial relationship between DAS Construction and any public official” and also served a federal grand jury subpoena on Pumper requiring production of “all documents reflecting any financial relationship between DAS and any public official.”

Beginning on or about May 23, 2008, and continuing until on or about December 31, 2009, in the Northern District of Ohio, Eastern Division and elsewhere, Defendant MICHAEL FORLANI, James C. Dimora, Steven Wayne Pumper, Robert W. Rybak, Anthony Melaragno, Nicholas A. Zavarella, Frank P. Russo and Michael Gabor (the latter seven of whom are not

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charged herein), and others known and unknown to the Grand Jury, did knowingly and intentionally conspire, combine, confederate and agree together and with each other and with other persons known and unknown to the Grand Jury, to commit an offense against the United States, namely, to violate Title 18, United States Code, Section 1512(c)(2).

It was the object of the conspiracy that FORLANI, Dimora, and others known and unknown to the Grand Jury, corruptly obstructed, influenced and impeded an official proceeding, and attempted to do so, by trying to conceal from law enforcement and the Grand Jury the fact that Dimora and Russo had solicited and accepted bribes, kickbacks and gratuities from FORLANI, Pumper, Melaragno, Zavarella and others.

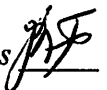
It was part of the conspiracy that:

In order to make it appear that the work Doan and Neteam performed on Dimora's house was not free and discounted, and did not constitute bribes or gratuities, FORLANI, Dimora, and others created and caused to be created documents related to work performed at Dimora's residence.

During the course of the conspiracy, Dimora caused to be sent a series of checks drawn on Lori and James Dimora's personal checking account made payable to Doan and others who performed work at Dimora's residence.

Dimora and FORLANI and others influenced and attempted to influence statements of witnesses about the work performed at Dimora's residence and other things of value provided to Dimora.

At times, Dimora communicated with FORLANI and others through intermediaries.


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In furtherance of the conspiracy, and to effect the object thereof, FORLANI, Dimora, and others committed the following overt acts in the Northern District of Ohio and elsewhere:

A. On or about May 23, 2008, Dimora caused a check on Lori and James Dimora's personal checking account to be issued payable to Doan.

B. On or about June 2, 2008 at approximately 10:26 a.m., BE49, an employee of Doan asked Dimora, "You sent a check here. What for?" Dimora told BE49 that it was for the "electrical work for the, um, overhead on my awning. I still didn't get the invoice. MICHAEL said they were going to send an invoice so I said I'll send some money towards the materials." BE49 replied, "Okay that's a good. They're asking me what it's for. I said, I, I don't know what it's for." Dimora interrupted, "Oh, you know he [FORLANI] did, uh, you know. I don't know, it was towards the, the summer of last year." BE49 said, "Oh, okay." Dimora said, "Yeah, so just I don't know I told MICHAEL [FORLANI] about two weeks ago, I said, MIKE, we gotta finish up this thing here, you know, um you don't need no headaches. I don't need no headaches. You can discount it. There's no problem with discounting it. Just give me an invoice." BE49 replied, "They just called me and just asked me, 'Do I know what it was for.'" Dimora said, "Yeah that's all. It's just towards the materials." BE49 told Dimora, "I know, but with all this s--t going on, you don't need no [UI]." Dimora agreed and said, "Right I just don't want nobody have no headaches." BE49 replied, "Yeah." Dimora said, "And I know they're, you know, they're it's just not on the radar screen, so I figured this way I'll just send it and then they'll prompt them to make an invoice."

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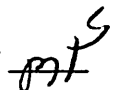
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C. On or about June 16, 2008 at approximately 12:54 p.m., BE46 a Doan employee, called Dimora. BE46 said, "He [FORLANI] told me to call you. I got this bill." BE46 asked, "What do you want me to do with it [the bill]?" Dimora asked, "The bill for what I just went over with BE60?" BE46 replied, "I think so." Dimora told BE46 to mail the bill to his house. BE46 told Dimora she just wanted to let him know the bill was coming. BE46 stated, "He [FORLANI] wants you to know that we applied \$325 to it already." Dimora stated, "Yes, that's perfect. Exactly right. Yeah, just put whatever the balance is then. Yeah, just send it right to my house." BE46 stated, "He [FORLANI] just wanted to make sure you knew I was doing it." Dimora replied, "I have been asking him to do it for a couple of weeks and I just wanted to remind [BE60]. BE46 said, "I know we're behind." Dimora said, "I know. That's alright. Everything, in the scheme of the whole operation it's a, I know a drop in the bucket." BE46 laughed and said, "He trusts you that's all." Dimora responded, "Yeah that's good, too."

D. On or about June 16, 2008, Doan mailed an invoice dated May 5, 2008 to Dimora for work Doan performed in 2007.

E. On or about July 29, 2008 at approximately 10:09 p.m., Dimora and Russo discussed the search warrants. Russo asked if Dimora had spoken to FORLANI. Dimora said that he had and that FORLANI had asked him to try and pay FORLANI'S bill. Dimora said, "I'm gonna pay it. I mean he just gave me the f---n' thing." Dimora said that he did not even have the final inspection, adding that his permit expired on July 31st.

F. On or about December 31, 2008, FORLANI caused Doan to issue a check in the amount of \$7,578.27 payable to Business 53 which constituted reimbursement to Business 53 for

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funds FORLANI used, along with other funds provided by William Neiheiser, to purchase and install an outdoor television and audio visual system for Dimora in 2006.

Primarily Related to Counts 6 & 7:

From in or around Fall 2007 through in or around May 2008, the exact dates being unknown to the Grand Jury, in the Northern District of Ohio, Eastern Division and elsewhere, Defendant MICHAEL FORLANI, James C. Dimora and William N. Neiheiser, and others known and unknown to the Grand Jury, did knowingly and intentionally combine, conspire, confederate and agree with each other to commit an offense against the United States; that is, to knowingly devise and intend to devise a scheme and artifice:

(1) to defraud and deprive Cuyahoga County and its citizens of their right to the honest and faithful services of Dimora, through bribery and kickbacks and the concealment of material information related thereto, and

(2) to defraud Cuyahoga County and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice, to cause to be transmitted by means of wire communication in interstate commerce, writings, signs, signals, pictures and sounds, in violation of Title 18, United States Code, Sections 1343 and 1346.

It was an object of the conspiracy that Dimora, with FORLANI'S assistance, secretly used his official position to enrich himself by soliciting and accepting a check for \$3,600 from Neiheiser, in exchange for favorable official action, and that Neiheiser enriched himself and

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Reliance Mechanical by secretly obtaining favorable official action for Reliance Mechanical through corrupt means.

It was part of the conspiracy that:

Neiheiser gave and offered to give Dimora a check for \$3,600 and in exchange, Dimora provided favorable official action for the benefit of Reliance Mechanical.

Dimora attempted to deprive the County and certain contractors of money and property and to give Reliance Mechanical a financial benefit by taking official action related to the award and administration of public business, based on Neiheiser offering and giving things of value to Dimora and not based solely on merit.

FORLANI, Dimora and Neiheiser caused to be transmitted by means of wire communication, in interstate commerce, writings, signs, signals, pictures, and sounds in furtherance of the conspiracy, including interstate wire communications sent and received in the Northern District of Ohio.

The conspirators took steps to hide, conceal, and cover up their activity and the nature and scope of Neiheiser's dealings with Dimora.

At times, FORLANI served as an intermediary between Dimora and Neiheiser.

On or about February 11, 2008, Dimora and Neiheiser spoke about the JJC project. Neiheiser mentioned that the County Commissioners threw out the low bid for the structural steel portion of the JJC project based on technicalities. Neiheiser told Dimora that when Reliance Mechanical has the low bid, "Don't f--k it up," because when Reliance Mechanical wins the bid,

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“you and I can have fun for two years.” Dimora replied, “Good,” and that he hoped Reliance Mechanical was the low bid.

On or about February 16, 2008, Dimora purchased a Chris “Beanie” Wells football jersey at the Cornerstone of Hope charity auction for approximately \$3,600.

On or about February 22, 2008, FORLANI and Dimora discussed the JJC Project bids, including Reliance Mechanical not being the low bidder by “a couple million dollars.” Dimora said, “There’s no way we could do him if he’s that far off.” FORLANI stated that he was going to call Neiheiser. Dimora told FORLANI, “Just make sure he [Neiheiser] remembers about my 3,600 will you.” FORLANI responded, “That we’ll take care of. May, maybe he threw it in the bid.” They both laughed.

On or about Friday, February 29, 2008, at approximately 2:19 p.m., Dimora and FORLANI had a conversation about the JJC Project bids in which Dimora said, “Yeah, there’s a 50/50 chance, just so you know, and I don’t want to get your hopes up, that the whole thing might get thrown out.” FORLANI questioned the MBE for the winning bidder after which Dimora said, “They think we could probably do a better job and get a better price.” FORLANI asked, “And throw the whole thing out?” Dimora replied, “That’s what they’re talking about, 50/50 shot.” FORLANI asked, “Did you talk to PE10 by the way?” Dimora replied, “He’s not in town. He’s on vacation. He’ll be back Monday.” FORLANI replied, “The electrical is way below the budget . . . alright we’ll see what happens.” Later in the conversation, Dimora said, “Thank you for handling that other thing [the \$3,600 Dimora referenced in the February 22, 2008

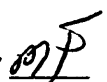
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call above] for me.” FORLANI said he would handle it as soon as he returned on Monday from Florida.

On or about Sunday, March 2, 2008, FORLANI told Dimora he had recently exchanged calls with Neiheiser. FORLANI then said, “Your buddy [Neiheiser] is coming on an airplane tomorrow. He’s gonna call you and come see you.” FORLANI then clarified who he was referring to and stated, “My friend in the mechanical business who erred in judgment and now wants to fix his error in judgment.” Dimora asked how Neiheiser was going to “fix it.” FORLANI replied, “He’s gonna fix it the only way he possibly can.” Dimora then asked if he was supposed to meet with Neiheiser. FORLANI told Dimora, “He’ll come see you.” Dimora and FORLANI then discussed Reliance Mechanical’s bid for work at the JJC.

On or about March 3, 2008, FORLANI, from Florida, called Dimora in Ohio. After initially discussing the weather in Florida, FORLANI asked Dimora, “Did that clown call you today yet?” Dimora verified that FORLANI was referring to Neiheiser and told FORLANI he had spoken with Neiheiser and they (Dimora and Neiheiser) were going to “hook up” the following day. FORLANI then suggested that Neiheiser was “feeling the pressure” because Reliance Mechanical was not the low bidder on the JJC. Dimora told FORLANI that he had spoken to PE10 and “put the bug in his ear and told him to take a look at, uh, at all the packages and if there’s enough of them, ya know, I said to him, ‘Shouldn’t we just throw ’em out and keep going?’” FORLANI agreed and later responded, “I wanna make sure Neiheiser takes care of business. That’s all I care about.” Dimora replied, “Tomorrow. Hopefully I’m gonna see him.”

On or about March 6, 2008 at approximately 5:10 p.m., Dimora told PE27 to retrieve

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documents related to the JJC from Dimora's desk and bring them to Dimora, who was by Frank Russo's office.

On or about March 6, 2008 at approximately 5:11 p.m., Dimora told Neiheiser he would be at Delmonico's restaurant from 6:00 p.m. to 9:00 p.m. Neiheiser said he would stop by and have a drink. Neiheiser said that he would pay for the Wells jersey if Dimora bought the drink. Dimora replied, "Deal." They both laughed.

On or about March 6, 2008 at approximately 9:06 p.m., Dimora told FORLANI that Kevin Kelley, Neiheiser, Neiheiser's acquaintance and his acquaintance's daughter, Michael Gabor and others were with Dimora at Delmonico's restaurant. Dimora told FORLANI, "Billy [Neiheiser] just left." FORLANI asked, "Hey, did my guy [Neiheiser], when he stopped by there, took care of business didn't he?" Dimora replied, "I just told you he took care of more than me." FORLANI responded, "Beautiful."

On or about March 6, 2008, Neiheiser gave a check to Dimora in the amount of \$3,600 made payable to Lori Dimora.

On or about March 7, 2008, Dimora told FORLANI that Neiheiser wanted to take Dimora on a trip to Atlantic City. Dimora asked FORLANI if he (Dimora) should go. FORLANI questioned, "On Good Friday?" Dimora confirmed they would travel on Good Friday. FORLANI told Dimora to use his judgment and cautioned Dimora, as long as you go with Neiheiser, you might as well "publish it on CNN." FORLANI said, "Oh my God, JIMMY. God love him he can't shut his f---n' mouth. I mean he's brutal." Dimora said that is why he is nervous.

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On or about March 11, 2008, Dimora caused to be deposited into his joint checking account, a check in the amount of \$3,600 drawn on Neiheiser's account and made payable to Lori Dimora, who was Dimora's wife.

On or about the dates listed below, in the Northern District of Ohio and elsewhere, FORLANI, Dimora, Neiheiser and others, for the purpose of executing the above-described scheme and artifice, caused to be transmitted by means of wire communication, in interstate commerce, writings, signs, signals, pictures, and sounds, including the following:

Date	Description
February 17, 2008	Telephone call from FORLANI in Florida to Dimora in the Northern District of Ohio.
March 2, 2008	Telephone call from FORLANI in Florida to Dimora in the Northern District of Ohio.
March 3, 2008	Telephone call from FORLANI in Florida to Dimora in the Northern District of Ohio.

Primarily Related to Counts 8 & 9:

Beginning in or around July 2003 and continuing until in or around October 2009, the exact dates being unknown to the Grand Jury, in the Northern District of Ohio, Eastern Division and elsewhere, Defendant MICHAEL FORLANI, Santina Klimkowski, and others known and unknown to the Grand Jury, did knowingly and intentionally combine, conspire, confederate and agree with each other to obstruct, delay and affect commerce and the movement of articles and commodities in commerce by extortion; that is, Klimkowski obtained property not due to her or her office, from Doan and Neteam, with their consent, under color of official right.

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It was an object of the conspiracy that Klimkowski, with the assistance of FORLANI, solicited and accepted things of value, for herself and her designees, from Doan and Neteam, in return for Klimkowski using her County position and her MHCSO position to benefit FORLANI, Doan, Solutions, and other businesses both as requested and as future opportunities arose.

It was a further object of the conspiracy that Doan and Solutions would received payment on work Klimkowski influenced in the course of the scheme.

It was a further object of the conspiracy that FORLANI, Klimkowski and their co-conspirators concealed and attempted to conceal the bribes described in this Count of the Indictment from law enforcement and the public.

It was part of the conspiracy that:

FORLANI solicited work at the MHCSO for Doan and Solutions, much of which was non-bid work under \$15,000 per job.

At times, Klimkowski used her influence at the MHCSO in support of Doan and Solutions obtaining work at the MHCSO. At other times, Klimkowski used her influence over other MHCSO officials in support of Doan and Solutions and their work at MHCSO.

At times, Klimkowski caused Krause, the MHCSO Treasurer to use his influence at the MHCSO, in support of Doan and Solutions obtaining and beginning work at the MHCSO.

Klimkowski asked FORLANI to perform work on her residence and at the residence of her relative. From approximately May through August 2005, Doan employees performed work at Klimkowski's residence for which Doan did not bill Klimkowski. In 2005, Doan performed work at the residence of Klimkowski's relative for which Doan did not bill Klimkowski or her

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relative. From approximately September through December 2005, Neteam also performed work at the residence of Klimkowski's relative for which Neteam did not bill Klimkowski or her relative.

From time to time FORLANI told Klimkowski that Krause was delaying MHCSO payments to Doan or delaying the start date of projects. When FORLANI made such complaints, Klimkowski relayed them to Krause.

On occasion, FORLANI requested assistance with matters relating to real estate appraisals and real estate taxes for properties in which he had a financial interest and in which he was considering investing. At times, FORLANI made similar requests of Klimkowski on behalf of others. In response to such requests, Klimkowski assisted FORLANI by, among other things, reviewing the taxes, establishing payment plans and walking FORLANI through the process of filing a complaint.

Sometime in 2008, FORLANI asked Klimkowski to review his commercial property values.

At times, FORLANI and Klimkowski communicated through intermediaries including Russo.

On or about February 22, 2005, Klimkowski left a telephone message with a Doan employee for FORLANI in which she indicated that MHSD Treasurer Chris Krause was back in town, and that Doan's proposals were over the \$25,000 limit. She asked that Forlani call her "ASAP" so that she could better direct Doan.

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On or about July 12, 2005, Klimkowski approved a request of Krause and the MHCSO Superintendent to enter into a \$329,631 lease for an IP telephone system.

On or about July 14, 2005, Christopher Krause, representing the MHCSO, signed the contract, which listed Doan as a business partner.

On or about July 15, 2005, a Doan employee took a telephone message for FORLANI from an employee of the builder constructing the house for Klimkowski's relative.

On or about July 20, 2005, Klimkowski left a telephone message for FORLANI with a Doan employee inquiring about the status of the electrical work on her relative's house.

On or about December 29, 2005, Neteam billed Doan \$16,180.83 for work performed on the residence of Klimkowski's relative.

On or about March 20, 2006, Doan wrote a check payable to Neteam on the December 29, 2005 invoice.

On or about June 21, 2006, Klimkowski left a message with a Doan employee asking FORLANI to call, indicating that she was reviewing the commercial property and needed FORLANI's input, and asking whether FORLANI had talked to a particular Doan employee (who had performed work on her residence).

On or about August 11, 2006, Klimkowski left a message for FORLANI asking for "direction" regarding a tax refund check for property in which FORLANI had a financial interest.

On or about August 15, 2006, Klimkowski left a second message for FORLANI indicating she was still "holding" the check referenced above "per your directions."

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On frequent occasions from in or around 2002 to in or around September 2009, the MHCSO paid Doan and Solutions for work they performed at the MHCSO.

Primarily Related to Count 10:

From in or around July 2003 through in or around October 2009, the exact dates being unknown to the Grand Jury, in the Northern District of Ohio, Eastern Division and elsewhere, Defendant MICHAEL FORLANI, Santina Klimkowski, and others known and unknown to the Grand Jury, did knowingly and intentionally combine, conspire, confederate and agree with each other to commit an offense against the United States; that is, to knowingly devise and intend to devise a scheme and artifice:

(1) to defraud and deprive the MHCSO and its taxpayers of their right to the honest and faithful services of Klimkowski and other MHCSO officials, through bribery and kickbacks and the concealment of material information related thereto,

(2) to defraud and deprive Cuyahoga County and its citizens of their right to Klimkowski's honest and faithful services, through bribery and kickbacks and the concealment of material information related thereto, and

(3) to defraud the MHCSO, and certain contractors and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises,

(4) to defraud Cuyahoga County, certain County property owners, and certain prospective property owners and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises,

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and for the purpose of executing such scheme and artifice, to cause matters to be placed in any post office and authorized depository for mail matter to be sent and delivered by the United States Postal Service and private and commercial interstate carrier, in violation of Title 18, United States Code, Sections 1341 and 1346.

It was the object of the conspiracy that Klimkowski secretly used her official positions to enrich herself by soliciting and accepting things of value from FORLANI, Doan and Neteam, in exchange for favorable official action, and that FORLANI enriched himself, Doan and Solutions and their designees by secretly obtaining favorable official action for themselves through corrupt means.

It was part of the conspiracy that:

FORLANI, Doan and Neteam gave and offered to give Klimkowski and her designees things of value including free home improvements for herself and for her relative and in exchange, Klimkowski provided favorable official action and caused others to provide favorable action for the benefit of FORLANI, Doan, Solutions and their designees both as requested and as future opportunities arose.

Klimkowski attempted to deprive the MHCSO and certain contractors of money and property and to give Doan and Solutions and their designees a financial benefit by taking official action related to the award and administration of public business, based on FORLANI and others offering and giving things of value to Klimkowski and her designees and not based solely on merit.

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FORLANI, Klimkowski and others used and caused to be used the United States mail and private and commercial interstate carriers to send and deliver mail matter in furtherance of the conspiracy, including mail matter sent and received in the Northern District of Ohio.

The conspirators took steps to hide, conceal, and cover up their activity and the nature and scope of FORLANI's dealings with Klimkowski.

From in or around July 2003 through in or around October 2009 in the Northern District of Ohio and elsewhere, FORLANI, Klimkowski and others, for the purpose of executing the above-described scheme and artifice, caused documents to be delivered and sent through the United States mails and by private and interstate carrier, including checks mailed by the MHCSO from Maple Heights OH to Doan and Solutions in Bedford Heights OH.

In addition, on or about October 28, 2005, FORLANI caused Middle Atlantic in Fairfield, NJ to ship via UPS Ground to Neteam in Bedford Heights OH supplies for use in the residence of Klimkowski's relative.

Primarily Related to Count 11:

From on or about July 28, 2008 to on or about July 16, 2009, in the Northern District of Ohio, Eastern Division, Defendant MICHAEL FORLANI, aided and abetted by Frank P. Russo and Doan, did (1) corruptly persuade another person and attempt to do so with intent to cause and induce any person to alter and conceal an object with intent to impair the object's integrity and availability for use in an official proceeding and (2) corruptly otherwise obstruct, influence and impede an official proceeding and attempted to do so.

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It was part of the obstruction that FORLANI tried to conceal from law enforcement and the Grand Jury the fact that Klimkowski had solicited and accepted bribes, kickbacks and gratuities from FORLANI, Doan and Neteam, and others.

It was part of the obstruction that beginning in approximately March 2009, Doan delivered and caused to be delivered two bills to Klimkowski for the work Doan had performed on her residence free of charge in 2005. Although dated in March 2009, the invoice did not indicate the date on which the work was performed.

Primarily Related to Count 17:

In every calendar year from 2006 through 2008, Metro, a government agency as defined by Title 18, United States Code, Section 666(d)(2) and Ohio Revised Code, Section 339.01 et seq., received benefits in excess of \$10,000 under a Federal program involving a grant, contract, subsidy, loan, guarantee, insurance and other form of Federal assistance.

John Carroll was an agent of Metro as defined in Title 18, Section 666(d)(1), United States Code.

Carroll had the authority to approve Metro purchase orders without sealed competitive bids or Metro board approval up to certain limits.

At times, Carroll and FORLANI communicated through intermediaries.

From approximately 2006 through 2008, Metro entered into approximately 26 construction contracts, subcontracts and purchase orders with Doan valued at a total of approximately \$9,551,976. The construction contracts between DOan and Metro were publicly bid under seal.

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In each of the calendar years 2006 through 2008, the value of the Metro contractors, subcontracts and purchase orders exceeded \$5,000.

From in or around 2006 and continuing through in or about mid-2008, the exact dates being unknown to the Grand Jury, in the Northern District of Ohio, Eastern Division and elsewhere, Defendant MICHAEL FORLANI, John Carroll, and others known and unknown to the Grand Jury, did knowingly and intentionally combine, conspire, confederate and agree with each other to commit an offense against the United States, that is, bribery concerning programs receiving federal funds, in violation of Title 18, United States Code, Sections 666(a)(1)(B) and (a)(2).

It was an object of the conspiracy that Carroll corruptly solicited, demanded and accepted things of value for the benefit of any person from FORLANI and Doan, and FORLANI and Doan acting with the intent that Carroll be influenced and rewarded in connection with any business, transaction and series of transactions of Metro valued at \$5,000 or more in each of the calendar years 2006 through 2008; that is, Metro contracts, subcontracts and purchase orders, both as requested and as future opportunities arose. The things of value included loge seats for concerts, sporting event tickets, and approximately two to three golf outings per year at a private country club in 2006 and 2007, meals, and drinks. It was a further object of the conspiracy that FORLANI and Doan corruptly gave, offered and agreed to give to Carroll the above-referenced things of value, acting with the intent to influence and reward Carroll in connection with the business, transaction and series of transactions alleged above.

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It was part of the conspiracy that Carroll used his position at Metro to solicit and accept things of value from FORLANI and Doan, knowing that FORLANI wanted Carroll's support for Doan obtaining and administering work at Metro.

It was a further part of the conspiracy that Carroll supported Doan's efforts to obtain work at Metro by, among other things, advising Metro contractors to use Doan as a subcontractor, and suggesting that FORLANI divide a proposal into two smaller ones to avoid competitive bidding, and performing other official acts for the benefit of Doan and FORLANI.

In furtherance of the conspiracy, and to effect the objects thereof, FORLANI, Carroll and others committed the following overt acts in the Northern District of Ohio and elsewhere:


A. On or about April 4, 2006, Carroll sent an email to a Doan employee stating that he wanted to break up the \$28,000 lighting proposal into two proposals, each to be under \$25,000 and asking Doan to resubmit the proposal.

B. On or about July 6, 2006, Carroll left a message for FORLANI indicating that he wanted four tickets for Roger Waters on September 27th and also wanted a tee time.

C. On or about August 17, 2006, Carroll left a message for FORLANI re: "letter guaranteeing contract."

D. On or about February 9, 2007, Carroll left a message for FORLANI thanking him for the Lakers tickets, asking for four tickets to Rod Stewart.

E. On or about March 16, 2007, Carroll left a message for FORLANI stating that he had heard from Neiheiser that FORLANI was mad at him but that Carroll had not done what FORLANI thought Carroll had done.

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F. On or about March 23, 2007, a Doan employee left a message for FORLANI indicating that he had met with Carroll that day, and that "we will be getting some money."

G. On or about April 27, 2007, Carroll told FORLANI'S assistant he wanted to play golf and have dinner on May 5th at Signature of Solon.


H. On or about May 21, 2007, Carroll left a message for FORLANI asking for tickets to two concerts, The Police on July 16th and Genesis on September 29th.

I. On or about August 9, 2007, Carroll left a message for FORLANI asking whether he could "do a foursome Saturday at Signature" of Solon around 1:00 p.m., and whether he could have some Cleveland Indians baseball tickets.

J. On or about March 21, 2008, FORLANI authorized BE60 to give Carroll four tickets to an Avril Lavigne concert.

K. On or about April 16, 2008 at approximately 2:41 p.m., FORLANI asked BE60 if she had heard from John Carroll. FORLANI said, "I want that f-----g meeting. That guy ain't f-----g ducking me. I want that f-----g meeting." BE60 replied, "He's giving you the pitch." FORLANI questioned whether Carroll was out of town. BE60 agreed to call Carroll again. FORLANI said, "That guy will f-----g come see me . . . or I'll go see our f-----g County Commissioners and have a new f-----g guy in charge of Metro . . . I'm not f-----g around, I want to see that f-----g guy." BE60 replied, "Kay."

L. On or about April 23, 2008, FORLANI and Neiheiser had a conversation in which FORLANI said, "Is our friend [Carroll] from last night gonna go try to do the right thing and at least get me the money I'm rightfully entitled to?" Neiheiser responded, "Oh, the \$70,000?"

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FORLANI replied, "Yeah." Neiheiser said, "Yeah, he said he'd get it." FORLANI said, "I mean, I'd hate to have to have a complete shakeup of, of uh, Metro's, like, Board."

M. On or about April 30, 2008, Doan invoiced Metro for approximately \$71,977.


N. On or about May 8, 2008, FORLANI asked Neiheiser if Neiheiser could get "your friend from that public hospital [Carroll] in your office today."

O. On or about May 19, 2008, in response to an email from BE60 asking if "status of premium time theoretically a direct result of additional change order work (i.e., \$71,916.00)," Carroll sent an email to BE60 stating, "We will take care of by alternate means - will speak with you off line. My problem is that [a Doan employee] signed off without the \$71,000. Talk with you soon."

Primarily Related to Count 18:

From in or around 2006 and continuing through in or about mid-2008, the exact dates being unknown to the Grand Jury, in the Northern District of Ohio, Eastern Division and elsewhere, Defendant MICHAEL FORLANI and John Carroll, and others known and unknown to the Grand Jury, did knowingly and intentionally combine, conspire, confederate and agree with each other to commit offenses against the United States; that is, to knowingly devise and intend to devise a scheme and artifice:

(1) to defraud and deprive the County and its citizens, and Metro of their right to the honest and faithful services of Carroll, through bribery and kickbacks and the concealment of material information related thereto, both as requested and as future opportunities arose, and

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(2) to defraud the County and Metro and certain contractors and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises,


and for the purpose of executing such scheme and artifice, to cause matters to be placed in any post office and authorized depository for mail matter to be sent and delivered by the United States Postal Service and private and commercial interstate carrier, in violation of Title 18, United States Code, Sections 1341 and 1346.

It was the object of the conspiracy that Carroll secretly used his official position to enrich himself by soliciting and accepting payments, and other things of value, from FORLANI, Doan and others, in exchange for favorable official action, and that FORLANI and Doan enriched themselves by secretly obtaining favorable official action for themselves through corrupt means. It was part of the conspiracy that:

Carroll used his official position to influence Metro for the benefit of FORLANI and Doan both as requested and as future opportunities arose.

FORLANI and Doan offered and gave to Carroll gifts and other things of value, and Carroll solicited and accepted gifts and other things of value from FORLANI, Doan and others. The things of value included loge seats for concerts, sporting event tickets, and approximately two to three golf outings per year at a private country club in 2006 and 2007, meals, and drinks.

Carroll attempted to deprive the County and Metro and certain contractors of money and property and to give Doan and its designees a financial benefit by taking official action related to

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the award and administration of public business, based on FORLANI and Doan offering and giving things of value to Carroll and his designees and not based solely on merit.

The conspirators took steps to hide, conceal, and cover up their activity and the nature and scope of FORLANI'S dealings with Carroll.

FORLANI, Carroll and others used and caused to be used the United States mail and private and commercial interstate carriers to send and deliver mail matter in furtherance of the conspiracy, including mail matter sent and received in the Northern District of Ohio. These matters included Metro checks mailed to Doan and Doan invoices mailed to Metro throughout the period of the conspiracy, including the following:

Date	Description
11/01/2006	Check from Metro in Cleveland, OH to Doan in Bedford Heights, OH, in the amount of \$136,819, for Metro 4A Pediatric Intensive Care, 4th Floor.
06/13/2008	Check from Metro in Cleveland, OH to Doan in Bedford Heights, OH in the amount of \$323,270, for Metro South Campus Geriatrics, MetroHealth System sub IL-IIB, and Metro South Building 3d Floor.